

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LOS ANGELES POLICE DEPARTMENT
AND
OTIS COLLEGE OF ART AND DESIGN**

ARTICLE 1-PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the City of Los Angeles ("City"), acting by and through the Chief of Police of the Los Angeles Police Department (LAPD), and Otis College of Art and Design (Otis), acting by and through its President (the "Parties"). The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOU, which may necessitate further discussion and agreement.

ARTICLE 2-PURPOSE

The purpose of this MOU is to meet the statutory requirements established by Assembly Bill 1433 (Gatto, 2014), specified in the California Education Code (Ed. Code, § 67383, subs. (a) and Ed. Code, § 67381), and requiring covered institutions to adopt and implement written policies and procedures to ensure that reports of Part I violent crimes, hate crimes, or sexual assaults are immediately, or as soon as practicable, disclosed to local law enforcement. The purpose of this MOU is to establish the respective duties of Otis and the LAPD relating to the investigation and reporting of crimes in and around the Otis Campus. The Otis main campus is located at 9045 Lincoln Boulevard, Los Angeles, and consists of five academic and one residential building.

This MOU is intended to enhance the safety of students, employees, visitors, and residents in the surrounding community; establish a protocol for the reporting of, and coordinated response to, criminal activity, including sexual violence occurring at Otis; ensure that investigations of such crimes are comprehensive; facilitate the prosecution of criminal offenders; provide support to crime victims, including victims of sexual assault; aid in disciplinary proceedings; and, safeguard the rights of those accused of crimes, including sexual assault.

Finally, it is the purpose of this MOU to promote compliance with the numerous state and federal laws that provide specific requirements related to these issues, as outlined in California Education Code Sections 67380, 67381 (the Kristin Smart Campus Safety Act of 1998) and 67383; Senate Bill 967 (de León, 2014), specified in California Education Code Section 67386; the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act 20 USC § 1092 (f) (Clery Act), Title IX of the Higher Education Amendments of 1972 ("Title IX"); as well as the California Penal Code and applicable state laws related to health and confidentiality/privacy.

ARTICLE 3-TERM

The term of this MOU shall commence on March 1, 2018, at 12:01 A.M. and shall expire at 11:59 P.M. on March 31, 2019. Unless written notice is provided by one party to the other of the non-extension of this MOU at least thirty (30) days prior to March 31, 2019, this MOU shall be automatically extended for one-year terms commencing on March 31, 2019, up to five years subject to the same terms and conditions as the initial MOU. The provisions of this MOU shall be reviewed prior to any extension of this agreement beyond March 31, 2023. Notwithstanding the above, either party may terminate this MOU within thirty (30) days written notice as set forth in Article 12 herein.

ARTICLE 4-COMMUNICATION BETWEEN THE PARTIES

4.1 Primary Contact Persons. In order to facilitate prompt and clear communications between Otis and the LAPD, the Parties agree to identify individuals in their respective agencies who shall function as the primary contact persons with respect to the matters contained in this MOU. The primary contact person designated by Otis is Terry Goddard, Chief of Safety and Security, or his or her designee. The primary contact persons designated by the LAPD is Deputy Chief Dennis H. Kato, Commanding Officer, Operations-West Bureau, or his or her designee.

4.2 Maps and Boundaries. The Parties shall share the LAPD reporting district maps as well as maps depicting the Otis campus and areas that are owned or controlled by Otis, when the property is used for the primary purpose of housing Otis employees, students, faculty or guests; parking vehicles for Otis employees, students, faculty or guests; and, providing a location for students, faculty, or guests to meet, study, or receive classroom instruction. All maps shall be reviewed and updated when a significant change is made to property owned or controlled by Otis or to relevant local law enforcement reporting sectors. All modified maps shall be shared with the Parties' primary contact persons for this MOU.

4.3 Confidentiality. The information and records shared under this MOU may include information or records permitted to be released under any applicable exception to the protections of the Family Educational Rights and Privacy Act (FERPA), including the Health and Safety Emergency exception. Otis' General Counsel shall be consulted before any FERPA-protected student information is released by Otis to the LAPD to ensure compliance with state and federal privacy laws. All information and records shared pursuant to this MOU shall be treated as confidential and shall be released only with the consent of an entity with requisite authority, or as required by law.

ARTICLE 5-CRIME RESPONSE AND REPORTING

5.1 Investigative Responsibility. The LAPD is primarily responsible for the investigation of all violent crimes defined under Part I of the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting handbook, including but not limited to, hate crimes and sexual assaults occurring on the Otis Campus, or on property owned or controlled by Otis as identified in Attachment A hereto. Otis will provide support to such investigations as needed.

5.2 Collection and Disposal of Evidence. The LAPD shall assist in the collection and processing of evidence in all crimes. Any evidence disposal shall take place by LAPD protocols.

5.3 In-Progress Crimes. All in-progress crimes reported to Otis shall be reported to the LAPD immediately, regardless of classification.

5.4 Otis Reports to the LAPD. Subject to applicable state law regarding victim confidentiality, Otis shall ensure that any report made by a victim or an employee of Otis of any violent crime defined under Part I of the FBI's Uniform Crime Reporting handbook, and any hate crime received by Otis, shall be immediately disclosed to the LAPD.

5.5 LAPD Clery Act Obligations. The LAPD shall provide Otis with crime statistics as required by the Clery Act for crimes as defined in the FBI Uniform Crime Reporting handbook, including but not limited to sex offenses and hate crimes ("Clery Crimes") that occur on the Otis Campus, or on property owned or controlled by Otis as identified in Attachment A.

5.6 Annual Security Report. The LAPD shall provide Otis with statistics relating to Clery Crimes no later than July 1st of each year, to gather comprehensive and accurate statistics for Otis' Annual Fire Safety & Security Reports. The Parties shall maintain and share information about current crime trends and patterns at Otis as identified in Attachment A. The LAPD's primary contact person shall be engaged in a community partnership with Otis and Otis' Campus Safety. The Parties shall meet regularly to share and discuss this information.

ARTICLE 6- SEXUAL ASSAULT PREVENTION.

6.1 Sexual Assault Prevention Programs. The Parties shall cooperate in the delivery of programs aimed at preventing sexual assault, and shall share relevant crime data in furtherance of crime prevention goals. In this connection, Otis and the LAPD, as well as Otis and the Rape Treatment Center (RTC) at Santa Monica-UCLA Medical Center, have entered into an MOU dated March 22, 2016, formalizing their commitment to working together to provide trauma-informed services to student victims of sexual violence and to improve the overall response to sexual assaults at Otis.

6.2 Outreach. The parties shall engage in outreach and collaborate with local communities to promote positive working relationships between law enforcement, students, employees, and other stakeholders. Outreach may include information made available online through Otis' websites and/or social media; discussions of campus safety; crime prevention during student orientations; new employee orientations; the distribution of materials to inform students, employees and parents about public safety resources on campus and in collaboration with the community, including but not limited to, information about how victims of sexual assault; dating violence and domestic violence; and, stalking can get help in both emergency and non-emergency situations. The Parties shall conduct such outreach in a manner that is accessible to people with disabilities or limited English language proficiency.

6.3 Educational Programs. The Parties shall collaborate on educational programs for students and employees (e.g., the sexual assault prevention and awareness programs required by the Clery Act and bystander intervention training) and work with community-based resources and experts, including victim's advocates, to provide these programs.

ARTICLE 7-SEXUAL ASSAULT RESPONSE AND REPORTING

7.1 Responses by Otis Personnel. If an allegation of sexual assault (e.g., sexual misconduct, non-consensual sexual intercourse, or non-consensual sexual contact) is reported to Otis, Otis shall notify the LAPD in accordance with applicable federal, state, and local law(s). Where the sexual assault is reported to an Otis employee or campus Security Authority, Otis shall notify the victim of his or her right to file a Title IX complaint with Otis and the procedure for doing so. Otis shall also inform victims of their right to report the sexual assault to law enforcement and shall promptly assist victims who wish to do so.

7.2 Responses by the LAPD. The LAPD shall notify Otis as soon as possible when students of Otis are identified as the victims of, or suspects in, any sexual assaults that occur on or off campus. All such notifications to Otis (which will omit personal identifying information in accordance with the confidentiality provisions of the California Penal Code) shall be documented in police incident reports.

7.3 Responsibilities of Both Parties. Each Party has a responsibility to respond to a reported sexual assault in a manner that facilitates an effective law enforcement and institutional response, as well as appropriate treatment of the individual reporting the sexual assault. This includes ensuring the appropriate preservation of evidence and determining whether there were related crimes of domestic violence, dating violence, stalking, strangulation, and/or witness intimidation.

7.4 Victim Support. With the victim's consent, the Parties shall coordinate referrals for support services for sexual assault victims provided by municipal and other governmental agencies, law enforcement agencies, and community organizations. The Parties shall develop and share protocols setting out their respective responsibilities relating to victim support from the time the sexual assault is reported through resolution of the investigation and any disciplinary or criminal proceedings, as applicable.

7.5 Sexual Assault Response Team. The Parties shall support and participate in the existing interdisciplinary Sexual Assault Response Team (SART). The Parties shall actively participate in SART's system-wide review and discussion of the community's response to sexual assault. The Parties shall publicize information about SART resources to the campus community.

ARTICLE 8-COMMUNICATIONS WITH THE COMMUNITY

8.1 Timely Warnings and Other Notifications. The Parties agree to coordinate the sharing of information about crimes that may pose a serious or ongoing threat to the health or safety of the Otis community or on property owned or controlled by Otis as identified in Attachment A and facilitate the issuance of the Clery Act which requires timely warnings and emergency notifications. Otis need not obtain the prior approval of the LAPD to issue any warnings and/or notifications. The Parties shall work together to create a system to inform each other about such warnings and/or notifications.

8.2 Community Outreach. The Parties shall work with individuals and organizations, both within Otis and the community at large, having expertise in sexual assault prevention, dating violence, domestic violence, stalking, and response efforts within their respective jurisdictions. As part of this effort, the LAPD, Otis, and the RTC operate pursuant to an existing MOU dated March 22, 2016.

ARTICLE 9-TRAINING

9.1 Joint Training. The Parties shall conduct regularly scheduled campus safety training, including training related to sexual assault, active shooter scenarios, and other emergency response situations. These trainings shall occur on campus, if needed, on a recurring basis, not less than once a year.

9.2 Otis Specific Training. Otis shall provide regularly scheduled training to students and Otis employees on applicable federal and state requirements regarding sexual assault prevention and response, including the Clery Act-Title VII and Title IX, the Safe Streets Act, 42 U.S.C. Section 14141, FERPA, and other confidentiality and privacy statutes and/or policies. These trainings shall highlight campus-based resources, reporting options for victims, the investigation process used in sexual assault cases, and the accommodations that schools can provide to sexual assault victims.

ARTICLE 10-PROVISIONS OF LAW AND SEVERABILITY

The Parties agree that this MOU is subject to all current and future applicable federal, state, and local laws, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by independent commissions of the City. If any Article, part, or provision of this MOU conflicts with such applicable provisions of federal, state, or local laws, or the Charter of the City of Los Angeles, or rules and regulations enacted by independent City commissions, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such Article, part, or provision shall be suspended and superseded by such applicable law or regulation, and the remainder of this MOU shall not be affected.

ARTICLE 11-MISCELLANEOUS PROVISIONS

11.1 Good Faith. Each Party shall act in good faith to enforce the terms of this MOU. Nothing in this MOU is intended to require any unlawful or unauthorized act by any Party.

11.2 No Cause of Action. No provisions of this MOU shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOU form the basis of a cause of action at law or equity against either Party by any third Party. There are no third-Party beneficiaries to this MOU.

11.3 Reservation of Right to Disciplinary Action. It is understood that neither Party is the agent of the other; Otis officials, employees, agents and volunteers are not agents of the LAPD; and, LAPD officials, employees, agents and volunteers are not agents of Otis. Otis officials retain the sole prerogative and discretion to undertake disciplinary actions or to impose disciplinary sanctions pursuant to the rules and policies of Otis.

11.4 Mutual Indemnification. Otis agrees to defend, indemnify and hold harmless the LAPD, its officers, agents, and employees from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to, reasonable attorney's fees and court costs, arising out of Otis' performance of the MOU, but only in proportion to, and to the extent that, any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to, reasonable attorney's fees and court costs, are caused by or result from the acts or omissions of Otis, its officers, agents or employees.

The LAPD agrees to defend, indemnify and hold harmless Otis, its officers, agents, and employees from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to, reasonable attorney's fees and court costs, arising out of the LAPD's performance of the MOU, but only in proportion to, and to the extent that, any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to, reasonable attorney's fees and court costs, are caused by or result from the acts or omissions of the LAPD, its officers, agents or employees.

11.5 Publication. This MOU shall be made available in its entirety on a publicly accessible page on Otis' website as soon as practicable.

ARTICLE 12-NOTICE

Written notices to the City of Los Angeles, the Chief of Police, and to the City Attorney of the City of Los Angeles shall be given by registered or certified mail, postage prepaid and addressed to said parties at Los Angeles City Hall, 200 North Spring Street, Los Angeles, California, 90012, or to such other addressee LAPD may designate by written notice to Otis. Written notices to Otis shall be given by registered or certified mail, postage prepaid, and addressed to the President, Otis College of Art and Design, 9045 Lincoln Blvd, Los Angeles, California, 90045, or to such other addressee Otis may designate by written notice to the LAPD. Notwithstanding the foregoing, all notices may be delivered personally to the Chief of Police, the Office of the City Attorney, or Otis College of Art and Design.

ARTICLE 13-STATEMENT OF AGREEMENT

The undersigned, acting as legal representatives of the Los Angeles Police Department and Otis College of Art and Design, hereby agree to the terms and conditions of the foregoing MOU.

Los Angeles Police Department



CHARLIE BECK, Chief of Police

Date: 3-14-18

Otis College of Art and Design



BRUCE W. FERGUSON, President

Date: March 26.18

Otis College of Art and Design



TERRY GODDARD, Chief
of Safety & Security

Date: March 27, 2018

Attachment A.

Otis College of Art and Design-Goldsmith Campus
Maps and Boundries

